

COLLECTIVE EXHIBIT "A"

IN THE CHANCERY COURT FOR KNOX COUNTY, TENNESSEE
AT KNOXVILLE

JOSEPH R. FORD, on behalf of himself and)
all other individuals and entities similarly)
situated in the State of Tennessee,)

Plaintiff,

vs.

SMART DOCUMENT SOLUTIONS, LLC)
and CHART ONE, INC.,)

Defendants

Case No.: 1634574

CLASS ACTION

FORWARD G. HOGAN

2008 FEB 17 AM 9:08

FILED

CLASS ACTION COMPLAINT

Plaintiff Joseph R. Ford files this class action Complaint on behalf of himself and all other individuals and entities similarly situated in the State of Tennessee against the Defendants, Smart Document Solutions, LLC and Chart One, Inc. (collectively "Defendants"). This Complaint is alleged upon information and belief, except as to those allegations pertaining to the named Plaintiff, which are alleged on personal knowledge.

I. Nature of Class Action

1. This is a class action against Defendants, record copy services which have violated public policy and Tennessee law by charging more for providing copies of medical records than is permitted under Tennessee statutory law, by intentionally misrepresenting their services, and by demanding prepayment in order to perpetuate and conceal their unlawful conduct. Defendants have persisted in their unlawful conduct and their violations of public policy despite repeated requests that they comply with Tennessee laws and public policy.

2. This class action seeks primarily injunctive and equitable relief, and also recovery of damages, pursuant to the Tennessee Workers' Compensation Law, Tenn. Code Ann. § 50-6-101, *et seq.*, the Tennessee Consumer Protection Act, Tenn. Code Ann. §§ 47-18-101, *et seq.*, and the common laws of the State of Tennessee.

1 3. Venue is proper in this Court because the medical records at issue were
2 located and copied in Knox County and/or because all or part of Defendants' uniform
3 conduct alleged herein occurred in Knox County. Further, the facts giving rise to Plaintiff's
4 claims occurred within and/or substantially affected Tennessee trade, commerce and public
5 policy.

6 4. As a result of the unlawful higher prices paid for copies of medical records
7 within Knox County, and throughout Tennessee, Defendants, directly or through their
8 subsidiaries, affiliates or agents, obtained the benefits of the laws of the State of Tennessee
9 and the Tennessee market for copies of medical records.

10 5. The total amount in controversy as to Plaintiff and each individual member
11 of the proposed class alleged herein, including actual, compensatory, treble or punitive
12 damages; restitution; injunctive, declaratory and/or other equitable relief of any nature;
13 and/or any other unspecified relief, does not exceed seventy-four thousand dollars
14 (\$ 74,000.00) per individual member of the proposed class. Plaintiff seeks no form of
15 "common" recovery. Plaintiff does not seek statutory attorneys' fees, but seeks attorneys'
16 fees only from a common fund. Plaintiff also asserts no claim under the federal laws of the
17 United States. Plaintiff's Tennessee law claims are not federally pre-empted and are
18 required to be heard in a State of Tennessee forum.

19 6. Without limiting the generality of the foregoing, Plaintiff alleges that
20 Defendants (directly or through agents who were at the time acting with actual and/or
21 apparent authority and within the scope of such authority) have:

22 A. Transacted business in Tennessee and Knox County;

23 B. Contracted to import or supply into or obtain services or goods in Tennessee
24 and in Knox County;
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1 C. Intentionally availed themselves of the benefits of doing business in
2 Tennessee and in Knox County;

3 D. Produced, promoted, imported, sold, marketed, and/or distributed products or
4 services in Tennessee and in Knox County and, thereby, purposefully profited
5 from access to the markets of Tennessee and Knox County;

6 E. Caused tortious damage by act or omission in Tennessee and in Knox County;

7 F. Caused tortious damage in Tennessee and Knox County by acts or omissions
8 committed outside of Tennessee while:

- 9 - Regularly doing or soliciting business in Tennessee; and/or
10 - Engaging in other persistent courses of conduct within Tennessee,
11 and/or
12 - Deriving substantial revenue from goods used or consumed or
13 services rendered in Tennessee and in Knox County.

14 G. Committed acts and omissions that Defendants knew or should have known
15 would cause damage (and, in fact, did cause damage) in Tennessee to the
16 Plaintiff and the proposed class while:

- 17 - Regularly doing or soliciting business within Tennessee, engaging
18 in other persistent courses of conduct within Tennessee; and/or
19 - Deriving substantial revenue from goods used or consumed or
20 services rendered in Tennessee and in Knox County.

21 H. Otherwise had the requisite minimum contacts with Tennessee and Knox
22 County such that, under the circumstances, it is fair and reasonable to
23 require Defendants to come to this Court to defend this action.

24 7. Plaintiff, the proposed class, and all Tennessee consumers have an interest in
25 upholding the laws and public policies of Tennessee, and interest in the economic health

1 and well-being of those who reside or transact business in Tennessee, and interest in
2 assuring the presence of an honest marketplace in which economic activity is conducted
3 pursuant to Tennessee law and public policy and in a competitive manner, without fraud,
4 deception or collusion, for the benefit of marketplace participants, and an interest in
5 upholding the rules of law generally. Defendants' conduct injured these interests.

6 8. Thus Plaintiff, on behalf of himself and the proposed class, brings suit under
7 the Tennessee Workers' Compensation Law, Tenn. Code Ann. § 50-6-101, *et seq.*, the
8 Tennessee Consumer Protection Act, Tenn. Code Ann. §§ 47-18-101, *et seq.*, and the
9 common laws of the State of Tennessee.

10 **III. The Parties**

11 9. Plaintiff Joseph R. Ford is a practicing attorney and a resident of Loudon
12 County, Tennessee. Plaintiff Ford maintains his principal place of business at Arnold,
13 Harris & Ford, 501 Mulberry Street, Loudon, Tennessee 37774.

14 10. Defendant Smart Document Solutions, LLC is a foreign corporation with its
15 principal place of business located at 120 Bluegrass Valley Parkway, Alpharetta, Georgia
16 30005. Smart Document Solutions, LLC may be served through its registered agent
17 Corporation Service Company, 2908 Poston Avenue, Nashville, Tennessee 37203.

18 11. Defendant Chart One, Inc. is a foreign corporation with its principal place of
19 business located at Three New England Executive Park, Suite 200, Burlington,
20 Massachusetts 01803. Chart One, Inc. may be served through its registered agent CT
21 Corporation System, 800 S. Gay Street, Suite 2021, Knoxville, Tennessee 37929.

22 **IV. Time Period**

23 12. The relevant time period begins on June 27, 2000 and continues through the
24 end of the trial of this cause.

1 **V. Relevant Market**

2 13. As to the claims so requiring, the relevant product market is the Tennessee
3 market for the copying and/or reproduction of medical records relating to Workers'
4 Compensation in any format or on any media. At all relevant times up to and including the
5 present, Defendants had substantial and/or dominant market share in the relevant product
6 and geographic markets.

7 **VI. Factual Allegations**

8 **A. Plaintiff Ford's requests for Workers' Compensation medical records**

9 14. Plaintiff Ford is an attorney who regularly represents Workers'
10 Compensation clients in injury claims in Tennessee and in Knox County.

11 15. In his capacity as counsel for his clients, Plaintiff Ford lawfully requested
12 Workers' Compensation medical records from Defendants.

13 16. True and correct copies of records detailing the following requests from
14 Plaintiff Ford to Defendants for Workers' Compensation medical records are attached
15 hereto as collective Exhibits A through F, and which are incorporated herein as if set forth
16 in full:

17 A. On September 11, 2003 Plaintiff Ford requested medical records from Spine
18 Knoxville. Plaintiff Ford received medical records and an invoice from
19 Defendant Smart Document Solutions, LLC on September 24, 2003. The
20 invoice listed charges totaling \$ 25.97, which included a basic fee charge of
21 \$ 20.00.

22 B. On April 16, 2003, Plaintiff Ford requested medical records from Dr. Elmer
23 Pinzon. Plaintiff Ford received an invoice from Defendant Smart Document
24 Solutions, LLC dated April 29, 2003. The invoice listed charges totaling
25 \$ 22.23, which included a basic fee charge of \$ 20.00.

1 C. On June 3, 2004, Plaintiff Ford requested medical records from Fort Sanders
2 Loudon Medical Center. Plaintiff Ford received an invoice from Defendant
3 Chart One, Inc. dated June 22, 2004 in the amount of \$ 43.87, which included
4 a basic fee charge of \$ 15.00 and a copy fee of \$ 24.00.

5 D. On April 15, 2004, Plaintiff Ford requested medical records from Park West
6 Hospital. Plaintiff Ford received an invoice from Defendant Chart One, Inc.
7 dated April 16, 2004. The invoice listed charges totaling \$ 33.99, which
8 included a basic fee charge of \$ 15.00 and a copy fee of \$ 15.00.

9 E. On January 20, 2003, Plaintiff Ford requested medical records from Fort
10 Sanders Loudon Medical Center. Plaintiff Ford received an invoice from
11 Defendant Chart One, Inc. dated January 31, 2003 in the amount of \$ 32.07,
12 which included a basic fee of \$ 15.00 and a copy fee of \$ 13.50.

13 F. On August 18, 2004, Plaintiff Ford requested medical records from Fort
14 Sanders Loudon Medical Center. Plaintiff Ford received an invoice from
15 Defendant Chart One, Inc. dated September 8, 2004 in the amount of \$ 26.17,
16 which included a basic fee of \$ 15.00 and a copy fee of \$ 8.25.

17 17. Each of the transactions evidenced by Exhibits A through F were
18 transactions in which Defendants charged more for providing copies of medical records than
19 is permitted under Tennessee's Medical Records Act of 1974, Tenn. Code Ann. §§ 68-11-301
20 *et seq.*, the Tennessee Workers' Compensation Law, Tenn. Code Ann. § 50-6-101, *et seq.*,
21 Tenn. Code Ann. §§ 63-2-101 and 63-2-102, and the common laws of the State of Tennessee.
22 Plaintiff Ford was forced to pay more for the requested copies of medical records, and in
23 some instances the entire amount of the invoice, than is permitted under Tennessee law, as
24 evidenced by Exhibits A through F.

1 **B. Defendants and Tennessee health care providers and facilities**

2 18. Tennessee law and public policy require health care providers and health
3 care facilities to create and maintain medical records. Additionally, health care providers
4 and health care facilities are required to keep all such medical records confidential. By
5 virtue of these requirements, health care providers and health care facilities in Tennessee
6 exercise substantial, if not complete, control over the creation and maintenance of medical
7 charts and records.

8 19. Under Tennessee law and public policy, and by virtue of their substantial
9 control over the creation and maintenance of medical charts or records, health care
10 providers and facilities in Tennessee such as Spine Knoxville, Dr. Elmer Pinzon, Fort
11 Sanders Loudon Medical Center, and Park West Hospital have a confidential relationship
12 with, and a fiduciary duty to, those who lawfully request those records with respect to the
13 creation and maintenance of the records and the provision of the records upon lawful
14 request.

15 20. In order to fulfill their obligations under Tennessee law and public policy
16 with respect to the provision of medical records upon lawful request, health care providers
17 and facilities in Tennessee such as Spine Knoxville, Dr. Elmer Pinzon, Fort Sanders
18 Loudon Medical Center, and Park West Hospital have appointed Defendant Smart
19 Document Solutions LLC and/or Defendant Chart One, Inc. as designated agents for
20 providing copies of patient records upon lawful request. Upon information and belief,
21 Defendants have similar arrangements with other health care providers and health care
22 facilities in Tennessee and in Knox County.

23 21. Where, as in the case of Defendants' arrangements with health care
24 providers and facilities in Tennessee such as Spine Knoxville, Dr. Elmer Pinzon, Fort
25 Sanders Loudon Medical Center, and Park West Hospital, a health care provider or health

1 care facility has designated a third party as a designated agent for providing copies of
2 patient medical records upon lawful request, individuals and entities requesting copies of
3 such medical records are compelled to contract with the third party, for example
4 Defendants, if they wish to receive copies of the medical records. The requesting
5 individuals and entities by necessity must rely upon the designated agent, for example
6 Defendants, to diligently search for and retrieve all requested medical records, to make true
7 and correct copies of the records, to maintain the confidentiality of the records, to provide
8 true and correct copies of the records in accordance with Tennessee law and public policy,
9 and to charge for these copies in accordance with Tennessee law and public policy,
10 including the Tennessee Medical Records Act of 1974, the Tennessee Workers'
11 Compensation Law, Tenn. Code Ann. §§ 63-2-101 and 63-2-102, and Tennessee common
12 law. The relationship and contract between the requesting individuals and entities and the
13 designated agent of the health care provider or health care facility, therefore, is not an
14 arm's length relationship and contract. Instead, the relationship is characterized by the
15 designated agent's overmastering influence on the one hand, and the requesting individual
16 or entity's dependence and justifiable trust and reliance on the other.

17 22. By agreeing to serve as designated agents for health care providers and
18 facilities in Tennessee such as Spine Knoxville, Dr. Elmer Pinzon, Fort Sanders London
19 Medical Center, and Park West Hospital for fulfilling medical copy requests, Defendants
20 agreed to, assumed and undertook a confidential relationship with, and a fiduciary duty to,
21 those, such as Plaintiff Ford, who lawfully requested medical records with respect to the
22 provision of medical record copies and the charging of fees for such copies.

2 23. Under Tennessee law and public policy, health care providers and health care
3 facilities are required to retain original copies of medical records and charts. Tenn. Code
4 Ann. § 68-11-303; Tenn. Code Ann. §§ 68-2-101 and 68-2-102.

5 24. Under the Tennessee Medical Records Statute, with regard to medical
6 records maintained by a hospital "[t]he charges to a patient or lawyer authorized by the
7 patient to review the patient's records shall not exceed the reasonable costs for copying and
8 the actual costs of mailing the records." Tenn. Code Ann. § 68-11-304. Under Tenn. Code
9 Ann. § 68-2-102, with regard to medical records maintained by a health care provider, the
10 charges also shall not exceed the "reasonable costs of copying and mailing." These
11 "reasonable" costs for providing medical records are specifically set out and limited by
12 Tenn. Code Ann. § 68-11-304, Tenn. Code Ann. § 68-2-102 and, with regard to Workers'
13 Compensation medical records, by the Tennessee Workers' Compensation Law at Tenn.
14 Code Ann. § 50-6-204.

15 25. Tenn. Code Ann. § 50-6-204 states that when a request for medical records is
16 served regarding a Workers' Compensation claim to a Tennessee hospital or Tennessee
17 health care provider, the hospital or health care provider must:

18 furnish to the employer or to the employer's insurer and to the employee or
19 the employee's attorney a complete medical report at a charge not to exceed
20 ten dollars (\$ 10.00) for reports twenty (20) pages or less in length and
21 twenty-five cents (25 cent(s)) per page for each page copied after the first
22 twenty (20) pages, as to the claimed injury, its effect upon the employee, the
23 medical treatment prescribed, an estimate of the duration of required
24 hospitalization, if any, and an itemized statement of charges for medical
25 services to date. If an employer or an insurer has not previously requested

1 **C. Tennessee statutory provisions regarding medical records**

2 23. Under Tennessee law and public policy, health care providers and health care
3 facilities are required to retain original copies of medical records and charts. Tenn. Code
4 Ann. § 68-11-303; Tenn. Code Ann. §§ 68-2-101 and 68-2-102.

5 24. Under the Tennessee Medical Records Statute, with regard to medical
6 records maintained by a hospital "[t]he charges to a patient or lawyer authorized by the
7 patient to review the patient's records shall not exceed the reasonable costs for copying and
8 the actual costs of mailing the records." Tenn. Code Ann. § 68-11-304. Under Tenn. Code
9 Ann. § 68-2-102, with regard to medical records maintained by a health care provider, the
10 charges also shall not exceed the "reasonable costs of copying and mailing." These
11 "reasonable" costs for providing medical records are specifically set out and limited by
12 Tenn. Code Ann. § 68-11-304, Tenn. Code Ann. § 68-2-102 and, with regard to Workers'
13 Compensation medical records, by the Tennessee Workers' Compensation Law at Tenn.
14 Code Ann. § 50-6-204.

15 25. Tenn. Code Ann. § 50-6-204 states that when a request for medical records is
16 served regarding a Workers' Compensation claim to a Tennessee hospital or Tennessee
17 health care provider, the hospital or health care provider must:

18 furnish to the employer or to the employer's insurer and to the employee or
19 the employee's attorney a complete medical report at a charge not to exceed
20 ten dollars (\$ 10.00) for reports twenty (20) pages or less in length and
21 twenty-five cents (25 cent(s)) per page for each page copied after the first
22 twenty (20) pages, as to the claimed injury, its effect upon the employee, the
23 medical treatment prescribed, an estimate of the duration of required
24 hospitalization, if any, and an itemized statement of charges for medical
25 services to date. If an employer or an insurer has not previously requested

1 copies of such records from a physician or hospital, then an attorney for an
2 employer may request such records under this subdivision.

3 26. The duty of any party providing copies of medical records in Tennessee,
4 including Defendants, to charge no more than the specified rates for providing copies of
5 medical records is a duty imposed by public policy, embodied in Tennessee's Medical
6 Records Act of 1974, Tenn. Code Ann. §§ 68-11-301 *et seq.*, the Tennessee Workers'
7 Compensation Law, Tenn. Code Ann. § 50-6-101, *et seq.*, Tenn. Code Ann. §§ 63-2-101 and
8 63-2-102.

9 27. The charges set forth in the invoices submitted to Plaintiff Ford and detailed
10 in Exhibits A through F, incorporated herein in full, were and are illegal, excessive and in
11 violation of the limits set forth in Tennessee statutory law and Tennessee public policy in
12 that Defendants billed for basic fees, copy fees and shipping at rates greater than that
13 which is permitted.

14 28. Upon information and belief, Defendants also uniformly and routinely
15 demand and require pre-payment of invoices and charges before providing copies of medical
16 records to individuals and entities who lawfully request such medical records. Such
17 demands for pre-payment further Defendants' fraudulent, unlawful and wrongful conduct
18 in overcharging for providing medical records, and are intended to diminish the ability of
19 the requesting parties to detect and/or dispute such overcharges.

20 29. Prior to issuing the invoices, Defendants had received notice that their
21 medical record billing practices were in violation of Tennessee law and public policy, but
22 nevertheless knowingly persisted in submitting illegal bills to individuals and entities who
23 requested medical records in Tennessee pursuant to Tennessee law.

1 30. As a result of Defendants' unlawful and wrongful conduct, Plaintiff and the
2 proposed class were caused to sustain damages and losses including but not limited to
3 payment of unlawful medical record charges.

4 31. Defendants' unlawful and wrongful conduct was intentional, willful, wanton,
5 reckless and outrageous. Defendants had actual knowledge of the existence and
6 requirements of the relevant Tennessee statutory laws, common laws and public policies,
7 but nevertheless persisted in their unlawful conduct to suit their own convenience and/or
8 economic motives.

9 **VII. Class Action Allegations**

10 32. Plaintiff brings this action pursuant to Rule 23 of the Tennessee Rules of
11 Civil Procedure on behalf of himself and as a representative of a class defined as follows:

12 All individuals and entities who, with respect to a request or subpoena for
13 medical records or charts related to a Workers' Compensation case to health
14 care providers or health care facilities licensed under the laws of Tennessee,
15 were billed for and/or paid to any Defendant a charge for copies of medical
16 records greater than the amounts prescribed by Tennessee statutory law,
17 including Tenn. Code Ann. § 50-6-204.

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19 The class shall exclude class counsel, their law firm, and any lawyer or
20 employee of their law firm. The class shall also exclude Defendants and all
21 directors, officers, agents and/or employees of Defendants.

22 33. The requirements of Rules 23.01, 23.02(1), 23.02(2) and 23.02(3) of the
23 Tennessee Rules of Civil Procedure have been met in that:

24 A. Plaintiff does not know the exact size of the class, since such information is in
25 the exclusive control of Defendants. The exact number of class members may

1 be determined by appropriate discovery. Based on the nature of commerce
2 involved, however, Plaintiff believes that the class members are in the
3 thousands and that members of the class are so numerous and geographically
4 dispersed throughout the State of Tennessee so that joinder of all members
5 would be impracticable;

6 B. Plaintiff's claims are typical of other class members' claims because each class
7 member has been injured through the uniform misrepresentations, omissions
8 and conduct described herein and have been invoiced for and/or paid monies
9 to Defendants without having been informed that they were paying unlawful
10 and improper prices for copies of medical records. Accordingly, by proving his
11 own claims, Plaintiff will presumptively prove the claims of all class
12 members; and

13 C. Plaintiff can and will fairly and adequately represent and protect the
14 interests of the class and has no interest that conflicts with or is antagonistic
15 to the interests of the class. Plaintiff has retained attorneys who are
16 experienced and competent in complex class action and consumer litigation
17 and law. No conflict exists between Plaintiff and the class members because:

18 A. The claims of the named Plaintiff are typical of the absent class
19 members' claims;

20 B. All of the questions of law and fact regarding the liability of
21 Defendants are common to the class and overwhelmingly
22 predominate over any individual issues, such that, by
23 prevailing on his own claims, Plaintiff will necessarily establish
24 Defendants' liability to all class members;

1 C. Without the representation provided by Plaintiff, virtually no
2 class member would receive legal redress or representation for
3 their injuries; and

4 D. Plaintiff and his counsel have the necessary financial resources
5 to adequately and vigorously litigate this class action and
6 Plaintiff and his counsel are aware of their fiduciary
7 responsibilities to the class members and are determined to
8 diligently discharge those duties by vigorously seeking the
9 maximum possible recovery for the class.

10 D. Virtually all of the issues of law and fact in this class action are common to
11 each class member and include at least the following:

12 A. Whether equitable and/or injunctive relief is appropriate to
13 enjoin further transactions and conduct of the nature alleged
14 herein;

15 B. Whether Defendants engaged in the conduct alleged herein;

16 C. Whether there is statutory authority for Defendants' actions
17 and conduct as alleged herein;

18 D. Whether Defendants' actions as alleged herein are in violation
19 of Tennessee law and/or Tennessee public policy;

20 E. Whether Plaintiff and the class members have sustained
21 damages, and what is the proper measure of damages; and

22 F. Whether damages should be trebled in accordance with the
23 provisions of Tennessee law.
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1 34. Class certification is appropriate under Rule 23.02 of the Tennessee Rules of
2 Civil Procedure because a class action is the superior procedural vehicle for the fair and
3 efficient adjudication of the claims asserted herein, given that:

- 4 A. Common questions of law and fact overwhelmingly predominate over any
5 individual questions that may arise and, consequently, there would be
6 enormous economies to the courts and to the parties in litigating the common
7 issues on a class-wide basis instead of on a repetitive individual basis;
- 8 B. The size of each class member's individual damage claim is too small to make
9 individual litigation an economically viable alternative, such that few class
10 members have any interest in individually bringing or controlling the
11 prosecution of separate actions;
- 12 C. Class treatment is required for optimal deterrence and compensation and for
13 limiting the court-awarded reasonable legal expenses incurred by class
14 members;
- 15 D. Despite the relatively small size of each individual class member's claim, the
16 aggregate volume of said claims, coupled with the economies of scale inherent
17 in litigating similar claims on a common basis, will enable this case to be
18 litigated as a class action on a cost effective basis, especially when compared
19 with repetitive individual litigation; and
- 20 E. No unusual difficulties are likely to be encountered in the management of this
21 class action in that all questions of law or fact to be litigated at the liability
22 phase are common to all class members.

23 35. Class certification is appropriate under Rule 23.02(2) of the Tennessee Rules
24 of Civil Procedure because Defendants have acted on grounds generally applicable to the
25 class.

1 36. Class certification is also appropriate pursuant to Rule 23.02(1) of the
2 Tennessee Rules of Civil Procedure because prosecution of separate actions would create a
3 risk of adjudication with respect to individual members of the class which may, as a
4 practical matter, be dispositive of the interests of other members not parties to the
5 adjudication or which may substantially impair or impede their ability to protect their
6 interests.

7 37. Plaintiff and the class members seek injunctive relief in the form of an order
8 requiring Defendants to discontinue their unlawful and wrongful pricing and conduct.

9 **VI. Claims for Relief**

10 **First Claim**

11 **Equitable and/or Injunctive Relief**

12 38. Plaintiff repeats and realleges each of the foregoing allegations of this
13 Complaint with the same force and effect as if fully set forth herein.

14 39. The duty of Defendants as a party providing copies of medical records under
15 Tennessee laws is a duty imposed by public policy as embodied in Tennessee's Medical
16 Records Act of 1974, Tenn. Code Ann. §§ 68-11-301, *et seq.*, the Tennessee Workers'
17 Compensation Law, Tenn. Code Ann. § 50-6-101, *et seq.*, Tenn. Code Ann. §§ 63-2-101 and
18 63-2-102, and the common laws of the State of Tennessee.

19 40. Defendants' conduct, as described in this Complaint, was and is unlawful and
20 in violation of the public policies of the State of Tennessee.

21 41. Plaintiff and the class members request that this Court enjoin Defendants
22 from continuing the unlawful and wrongful conduct described in this Complaint and Order
23 that Defendants cease and desist such conduct immediately.

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Second Claim

**Violation of Tennessee's Workers' Compensation Law,
Tenn. Code Ann. § 50-6-101, *et seq.***

42. Plaintiff repeats and realleges each of the foregoing allegations of this Complaint with the same force and effect as if fully set forth herein.

43. Defendants conduct, as described in this Complaint, was and is in violation of Tennessee's Workers' Compensation Law, Tenn. Code Ann. § 50-6-101, *et seq.*

44. The duty of Defendants in providing copies of medical records in Tennessee is to charge no more than the specified rates for providing copies of medical records. This duty is imposed by public policy, as embodied in Tennessee's Medical Records Act of 1974, Tenn. Code Ann. §§ 68-11-301 *et seq.*, the Tennessee Workers' Compensation Law, Tenn. Code Ann. § 50-6-101, *et seq.*, Tenn. Code Ann. §§ 63-2-101 and 63-2-102.

45. The charges set forth in the invoices submitted to Plaintiff Ford and detailed in Exhibits A through F, incorporated herein in full, were and are illegal, excessive and in violation of the limits set forth in the Tennessee Workers' Compensation Law at Tenn. Code Ann. § 50-6-204, in that Defendants billed for basic fees, copy fees and shipping at rates greater than that which is permitted.

46. Defendants' conduct, as described in this Complaint, constituted willful or reckless or wanton acts or omissions.

47. The damages and losses sustained by Plaintiff and the class members were caused by Defendants' conduct and violations of the provisions of the Tennessee Workers' Compensation Law at Tenn. Code Ann. § 50-6-204.

48. As a result of Defendants' violations of the provisions of the Tennessee Workers' Compensation Law at Tenn. Code Ann. § 50-6-204, Plaintiff and the class

1 members were caused to suffer damages, losses and injury to themselves and their property
2 as described above.

3 **Third Claim**

4 **Uniform Negligent Misrepresentation and Fraud**

5 49. Plaintiff repeats and realleges each of the foregoing allegations of this
6 Complaint with the same force and effect as if fully set forth herein.

7 50. At all material times, Defendants uniformly represented expressly and/or by
8 implication that the rates charged by Defendants for providing medical records were legal,
9 that Defendants had the authority to charge such rates, and that the invoices sent to
10 Plaintiff and the class members were authorized under Tennessee law and public policy.

11 51. At all material times, Defendants uniformly failed to disclose that their
12 actions and conduct and the charges contained in their invoices were in violation of
13 Tennessee statutory law, common law and public policy.

14 52. Defendants made their representations and/or non-disclosures in order to
15 deceive the unsuspecting Plaintiff and class members into commencing and/or continuing a
16 contractual relationship between the parties or to not assert their rights against
17 Defendants under Tennessee law or otherwise.

18 53. The misrepresentations and/or non-disclosures of Defendants were material
19 in encouraging Plaintiff and the class members to comply with Defendants' unlawful and
20 wrongful demands for payment of their invoices at rates higher than allowed by Tennessee
21 law and public policy.

22 54. Such misrepresentations and/or non-disclosures were false when made, and
23 Defendants made these misrepresentations and/or non-disclosures with knowledge of their
24 falsity, with recklessness as to their truth or falsity, without knowledge as to their truth or
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1 falsity, and/or under circumstances in which Defendants ought to have known of their
2 falsity.

3 55. Defendants intended that Plaintiff and the class members rely on
4 Defendants' misrepresentations and/or non-disclosures.

5 56. Plaintiff and the class members justifiably relied upon the
6 misrepresentations and/or non-disclosures of Defendants as set forth above.

7 57. The damages and losses sustained by Plaintiff and the class members were
8 caused by the uniform fraudulent and/or negligent misrepresentation of Defendants.

9 58. As a result of the uniform fraudulent and/or negligent misrepresentation by
10 Defendants, Plaintiff and the class members were caused to suffer damages and losses as
11 set forth above.

12 **Fourth Claim**

13 **Violation of the Tennessee Consumer Protection Act**
14 **Tenn. Code Ann. §§ 47-18-101, et seq.**

15 59. Plaintiff repeats and realleges each of the foregoing allegations of this
16 Complaint with the same force and effect as if fully set forth herein.

17 60. Defendants are in the business of copying, reproducing and providing medical
18 records, and engage in trade, commerce and consumer transactions as those terms are
19 defined in the Tennessee Consumer Protection act, Tenn. Code Ann. § 47-18-103.

20 61. Plaintiff and the class members are consumers as that term is defined in the
21 Tennessee Consumer Protection Act, Tenn. Code Ann. § 47-18-103.

22 62. The damages and losses sustained by Plaintiff and the class members, and
23 their property, were caused by Defendants' violations of the Tennessee Consumer
24 Protection Act, Tenn. Code Ann. §§ 47-18-101, et seq.

63. At all relevant times, Defendants used deceptive representations, material non-disclosures, and misrepresented their conduct as being lawful in order to encourage parties requesting medical records to pay the unlawful charges demanded by Defendants for medical records lawfully requested under Tennessee law.

64. As a result of Defendants' violations of the Tennessee Consumer Protection Act, §§ 47-18-101, *et seq.*, Plaintiff and the class members were caused to suffer damages and losses as set forth above.

65. Upon information and belief, Defendants' conduct and method of operation as set forth above is routine and uniform.

66. Plaintiff and the class members have lost an ascertainable amount of money due to the aforesaid actions and conduct of Defendants.

Fifth Claim

Breach of Fiduciary Duty and/or Confidential Relationship

67. Plaintiff repeats and realleges each of the foregoing allegations of this Complaint with the same force and effect as if fully set forth herein.

68. At all relevant times, Defendants had a confidential relationship with and/or a fiduciary duty to each individual or entity who made a lawful request for medical records, which respect to the provision of copies of medical records and lawful charges for such provision.

69. As a result of this confidential and fiduciary relationship, Defendants had a duty to act for the benefit of individuals or entities, including Plaintiff and the class members, requesting medical records, while subordinating Defendants' own interests to those of the requesting parties.

70. Defendants' conduct, as described above, constituted a breach or breaches of Defendants' fiduciary duty to, and/or confidential relationship with, Plaintiff and the class members.

71. As a result of Defendants' breaches of fiduciary duty and/or confidential relationship, Plaintiff and the class members were caused to suffer damages as set forth above.

Sixth Claim

Breach of Implied Contract and Breach of the Covenant of Good Faith and Fair Dealing

72. Plaintiff repeats and realleges each of the foregoing allegations of this Complaint with the same force and effect as if fully set forth herein.

73. Every invoice Defendants presented to an individual or entity requesting copies of medical records from a health care provider or health care facility constituted Defendants' agreement to provide copies of medical records to the requesting parties consistent with Tennessee law and public policy. These invoices are already in Defendants' possession and accordingly are not attached to this Complaint. The invoices presented to Plaintiff are attached hereto as collective Exhibits A through F.

74. Implied in each such agreement is the duty of good faith and fair dealing.

75. By agreeing to provide medical records, Defendants implicitly agreed to comply with Tennessee law as described above, and to act in good faith with respect to the provision of, and billing for, copies of medical records.

76. Defendants' conduct, as described above, constitutes a breach or breaches of the contracts between Defendants and the Plaintiff, and the contracts between Defendants and each class member, as well as the implied covenant of good faith implied in each such contract.

77. As a result of Defendants' breaches of the contracts and breaches of the implied covenants of good faith and fair dealing, Plaintiff and the class members suffered damages and losses as set forth above.

Seventh Claim

Uniform Intentional Misrepresentation and Fraud in the Inducement of the Contract

78. Plaintiff repeats and realleges each of the foregoing allegations of this Complaint with the same force and effect as if fully set forth herein.

79. Defendants represented to Plaintiff and the class members that the charges assessed by Defendants were legal and legitimate. Such representations were false and were made by Defendants when they knew that the representations were false. The acts and practices described in this Complaint, including the false representations, amounted to a uniform course of illegal and fraudulent conduct.

80. Defendants' misrepresentations related to existing facts and were to the character and condition of the charges for copies of medical records.

81. Plaintiff and the class members were induced to act by Defendants' misrepresentations concerning the charges, and did act, in ignorance of the falsity of the representations and with a reasonable belief that the representations were true.

82. As a direct and proximate consequence of Defendants' improper and unlawful conduct, Plaintiff and the class members were damaged by their reasonable reliance upon Defendants' misrepresentations as set forth above.

88. Defendants are guilty of perpetrating uniform and intentional misrepresentations upon Plaintiff and the class members.

84. Defendants are liable to Plaintiff and the class members for the harm caused to them by their justifiable reliance on Defendants' intentional misrepresentations.

18 upon Defendants' misrepresentations.

19 90. Defendants are liable to Plaintiff and the class members for the pecuniary
20 loss caused to them by their justifiable reliance upon the information provided by
21 Defendants.

22 **Tenth Claim**

23 **Unjust Enrichment**

24 91. Plaintiff repeats and realleges each of the foregoing allegations of this
25 Complaint with the same force and effect as if fully set forth herein.

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Ninth Claim

Uniform Negligent Misrepresentation and Fraud

85. Plaintiff repeats and realleges each of the foregoing allegations of this Complaint with the same force and effect as if fully set forth herein.

86. Defendants, in the course of their business and in the course of transactions in which they had a pecuniary interest, supplied uniform false information for the guidance of Plaintiff and the class members and failed to exercise reasonable care or competence in obtaining or communicating that information. Defendants knew the true nature of the wrongful and unlawful charges.

87. Defendants' misrepresentations related to existing facts and were to the character and condition of the charges for providing copies of medical records. The misrepresentations constituted material inducements to Plaintiff and the class members to do business with Defendants and to pay the charges invoiced.

88. Plaintiff and the class members were induced to act by Defendants' misrepresentations, and did act, in ignorance of the falsity of the representations and with a reasonable belief that the representations were true.

89. Plaintiff and the class members were injured by their reasonable reliance upon Defendants' misrepresentations.

90. Defendants are liable to Plaintiff and the class members for the pecuniary loss caused to them by their justifiable reliance upon the information provided by Defendants.

Tenth Claim

Unjust Enrichment

91. Plaintiff repeats and realleges each of the foregoing allegations of this Complaint with the same force and effect as if fully set forth herein.

92. Defendants, by the conduct described in this Complaint, have been unjustly enriched in a manner which warrants a judicial determination that a constructive trust exists by and between Defendants and Plaintiff and class members.

93. Defendants have benefited from their wrongful and unlawful acts through overpayment by Plaintiff and the class members for wrongful and unlawful charges and fees as described above.

94. As a direct and proximate consequence of Defendants' conduct, Plaintiff and the class members paid increased and unlawful profits to Defendants. In equity, Defendants should not be allowed to retain the economic benefit derived from said improper, unfair and deceptive conduct and should be forced to pay restitution and prejudgment interest to Plaintiff and the class members.

95. Defendants' unlawful conduct will continue unless the relief prayed for herein is granted.

Eleventh Claim

Money Had and Received

96. Plaintiff repeats and realleges each of the foregoing allegations of this Complaint with the same force and effect as if fully set forth herein.

97. Based upon the foregoing fraudulent, illegal, unfair and/or deceptive conduct of Defendants, Plaintiff and the class members made overpayments to Defendants in the form of wrongful and unlawful charges and fees for production of medical records. Defendants therefore owe Plaintiffs and the class members for money had and received.

Twelfth Claim

Uniform Intentional Fraudulent Concealment

98. Plaintiff repeats and realleges each of the foregoing allegations of this Complaint with the same force and effect as if fully set forth herein.

1 99. Defendants misrepresented facts by silence or statements when they failed to
2 disclose their knowledge of the true nature of the wrongful and unlawful charges described
3 in this Complaint.

4 100. Plaintiff and the class members could not have learned of the true nature of
5 the wrongful and unlawful charges through common observation.

6 101. Defendants had a duty to disclose their knowledge of the true nature of the
7 wrongful and unlawful charges to Plaintiff and the class members. Defendants knew all of
8 the material circumstances, and Plaintiff and the class members did not.

9 102. Defendants did not disclose enough information to prevent their statements
10 regarding the wrongful and unlawful charges from being misleading.

11 103. Defendants knew Plaintiff and the class members acted without knowledge of
12 this material information and were without reasonable means to acquire this material
13 information.

14 104. Plaintiff and the class members were injured by Defendants' failure to
15 disclose the true nature of the wrongful and unlawful charges for the production of medical
16 records.

17 **VII Fraudulent Concealment, Equitable Tolling and Continuing Violations**

18 105. Plaintiff repeats and realleges each of the foregoing allegations of this
19 Complaint with the same force and effect as if fully set forth herein.

20 106. Plaintiff and the class members did not discover and could not have
21 discovered through the exercise of reasonable diligence the existence of the claims sued
22 upon herein until immediately prior to commencing this civil action.

23 107. Plaintiff and the class members' inability to discover said claims were
24 directly attributable to the Defendants' active concealment of the true nature of the
5 unlawful and wrongful overcharges described in this Complaint.

1 108. Upon each and every instance that Defendants failed to disclose said facts,
2 Defendants knew or should have known that the undisclosed information was material to
3 Plaintiff and the class members' decisions to do business with Defendants and to pay the
4 charges invoiced by Defendants.

5 109. Defendants actively concealed said facts by affirmatively leading Plaintiff
6 and the class members to believe that the wrongful and unlawful charges were legitimate.

7 110. Any applicable statutes of limitation have been tolled by Defendants'
8 affirmative acts of fraudulent concealment and continuing misrepresentations, as the facts
9 alleged above reveal.

10 111. Because of the self-concealing nature of Defendants' actions and their
11 affirmative acts of concealment, Plaintiff and the class members assert the tolling of any
12 applicable statutes of limitations affecting the claims raised herein.

13 112. Defendants continue to engage in the deceptive practices described in this
14 complaint. Consequently, consumers in Tennessee are injured on a daily basis by
15 Defendants' wrongful and unlawful conduct. Therefore, Plaintiff and the class members
16 submit that each instance that Defendants engage in the conduct complained of in this
17 Complaint and each instance that a class member remits wrongful and unlawful charges to
18 Defendants constitutes part of a continuing violation and operates to toll the statutes of
19 limitation in this action.

20 113. Defendants are estopped from relying on any statute or limitations defense
21 because of their unfair, unlawful and deceptive conduct.

22 **VIII. Punitive Damages**

23 114. Plaintiff repeats and realleges each of the foregoing allegations of this
24 Complaint with the same force and effect as if fully set forth herein.
25

1 115. Plaintiff and the class members also seek punitive damages under Tennessee
2 law because Defendants' misconduct has been, and continues to be, willful, wanton,
3 intentional and/or reckless. For nothing more than their own economic benefit, Defendants
4 deceived the consuming public as set forth above.

5 116. In determining an award of punitive damages under the rulings of the
6 Tennessee Supreme Court, this Court should consider the following:

- 7 • Defendants' financial condition and net worth;
- 8 • The egregiousness of Defendants' acts;
- 9 • Defendants' awareness of the amount of harm being caused by their conduct
10 and Defendants' motivation for causing such harm to Plaintiff and the class
11 members;
- 12 • The duration of Defendants' misconduct and whether Defendants have tried
13 to conceal said misconduct;
- 14 • Whether Defendants have profited from their misconduct;
- 15 • Whether Defendants have taken remedial action or attempted to make
16 amends for their misconduct; and
- 17 • Any other circumstances that bear on the proper amount of punitive
18 damages.

19 117. Punitive damages are required in this instance in order to punish Defendants
20 for their unlawful conduct and to deter them, and others, from repeating the conduct
21 complained of herein.

22 **IX. Injunctive Relief**

23 118. Plaintiff repeats and realleges each of the foregoing allegations of this
24 Complaint with the same force and effect as if fully set forth herein.
25

1 119. After a full and final hearing on this matter, the Court should enter a
2 permanent injunction prohibiting Defendants from engaging in the unlawful and wrongful
3 conduct alleged in this Complaint, and any other injunctive relief that the Court deems
4 appropriate.

5 **X. Prayer for Relief**

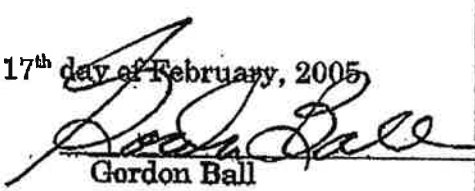
6 **WHEREFORE**, Plaintiff, on behalf of himself and all others similarly situated,
7 prays for judgment as follows:

- 8 • That the Court enter an order certifying this case as a class action,
9 designating Plaintiff as the class representative, and designating Plaintiff's
10 counsel as class counsel;
- 11 • That the Court adjudge Defendants' conduct to be unlawful and in violation
12 of Tennessee statutory laws, common laws, and public policy as fully
13 described above;
- 14 • That, pursuant to the Tennessee Consumer Protection Act, the Court award
15 Plaintiff and the class members compensatory damages in an amount to be
16 determined at trial and such other necessary, proper and general relief as
17 provided for in said Act which the Court deems appropriate;
- 18 • That, pursuant to the Tennessee Consumer Protection Act, the Court treble
19 the damages awarded to Plaintiff and the class members;
- 20 • That the Court adjudge Defendants' conduct constituted a fraud upon
21 Plaintiff and the class members;
- 22 • That the Court order an accounting of all monies wrongfully received by
23 Defendants as a result of the conduct complained of herein;
- 24 • That the Court find that Defendants have been unjustly enriched as a direct
25 result of their unlawful conduct, that Defendants are liable to Plaintiff and

1 the class members for money had and received, and that the Court order
2 Defendants to disgorge their ill-gained profits and pay restitution, plus pre-
3 judgment interest, to Plaintiff and the class members in an amount that will
4 restore Plaintiff and the class members to the financial position that they
5 would have been in absent Defendants' unlawful conduct;

- 6 • That the Court award Plaintiff and the class members compensatory
7 damages on their common law causes of action in an amount to be
8 determined at trial;
- 9 • That the Court award Plaintiff and the class members punitive damages as a
10 result of Defendants' willful, wanton, intentional and/or reckless conduct;
- 11 • That the Court enter a permanent injunction prohibiting Defendants from
12 engaging in the unlawful and wrongful conduct alleged herein and any other
13 injunctive relief that the Court deems appropriate;
- 14 • That the Court award Plaintiff and the class members their reasonable
15 attorneys' fees, disbursements and costs of this action, including expert and
16 accounting fees; and
- 17 • For such other, further and general relief, including pre- and post-judgment
18 interest, that Plaintiff and the class members may be entitled.

19
20 Dated this 17th day of February, 2005

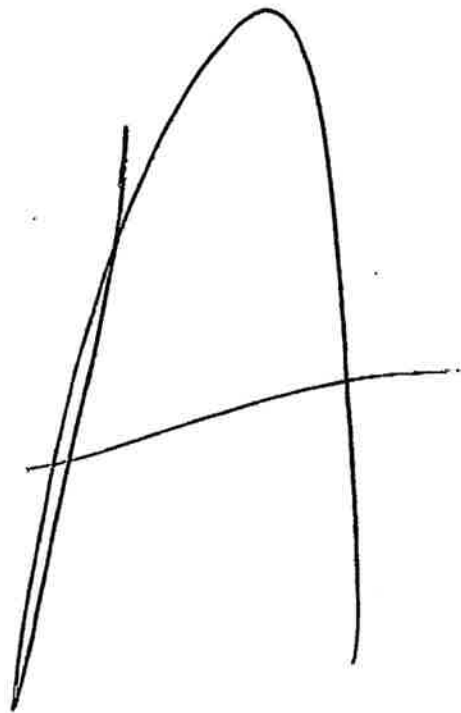
21 
22 Gordon Ball
23 Ball & Scott
24 550 W. Main Ave., Suite
25 750
Knoxville, Tennessee 37902
(865) 525-7028

Bruce D. Fox

Bruce D. Fox
Fox & Farley
1107 Charles G. Seivers
Blvd.
Clinton, TN 37716

Jay E. Kohlbusch

Jay E. Kohlbusch
238 S. Peters Rd., Bldg. A
Suite 101
Knoxville, TN 37923



SEP 24 REC'D

Edwin H. Arnold
Joseph R. Ford

Arnold, Harris & Ford
an association of attorneys

P.O. Box 905
501 Mulberry Street
London, TN 37774

(865) 458 4301
fax: 458-4302

James H. Harris (Retired)

PO Box 905
501 Mulberry St.
London TN
37774

FACSIMILE TRANSMISSION COVER SHEET

TO TELECOPIER NO.: 693-0338

DATE: 9.11.03

PLEASE DELIVER TO:

NAME: Gwin

FROM: Joseph R. Ford

REGARDING: Medical Records

NO. OF PAGES (including cover sheet): 2

ORIGINAL(S): Release Form

OPERATOR: Debra Baker

MESSAGES: RE; Please see attach Release; Should you have any questions or comments, please do not hesitate to contact me.

Smart 9/16/03

The information contained in this facsimile message is legally privileged and confidential information intended only for the use of the individual or entity named above. If you are not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this facsimile in error, please immediately notify us by telephone and return the original message to us at the address set forth above via the United States Postal Service. Thank you.

**MEDICAL AND OTHER PRIVILEGED
INFORMATION AUTHORIZATION**

TO:

Shane Knoxville

I hereby authorize to the law firm ARNOLD, HARRIS & FORD P O Box 905, Loudon, Tennessee 37774, and Joseph R. Ford, Esq. any and all information which he/they may request, specifically including any information which may be otherwise privileged.

You are further authorized and directed to allow my attorneys, or someone designated by them, to obtain complete copies of my medical records, including information concerning my present medical difficulties, and any and all medical information, including X-ray films, X-ray reports, and any telemonitoring strips, radiology interpretations, electronic an/or graphic data, hospital records, doctors' records, laboratory records, itemized statements of charges, and any other medical documentation, including my past medical history.

By reason of the fact that such information is confidential to me, you are also requested to treat such information as confidential, and I hereby request that you not furnish any such information to anyone, including insurance adjusters and attorneys, other than ARNOLD, HARRIS & FORD, without my written authorization. I hereby revoke any previously dated medical authorization.

Your full cooperation with my attorney is requested.

ALL PRIOR AUTHORIZATIONS ARE HEREBY CANCELED.

This the 028 day of Aug, 2003.

[REDACTED]
PATIENT

Date of Birth: [REDACTED]

Social Security Number: [REDACTED]

DT

Smart Document Solutions, LLC
P.O. Box 1812
Alpharetta, GA 30023-1812
Fed Tax ID 58 - 2659941
770-754-6000

INVOICE

Date	Invoice #
09/18/2003	0017435158

SEP 21 2003

Bill to:

JOSEPH FORD
ARNOLD HARRIS FORD
PO BOX 905
501 MULBERRY ST
LOUDON, TN 37774

Ship to:

JOSEPH FORD
ARNOLD HARRIS FORD
PO BOX 905
501 MULBERRY ST
LOUDON, TN 37774

Records from:

SPINE - KNOXVILLE
10321 KINGSTON PIKE
KNOXVILLE, TN 37922

Requested By: JOSEPH FORD
Patient Name: [REDACTED]
DOB: [REDACTED]
SSN: [REDACTED]

Description	Quantity	Price Per	Amount
Basic Fee			10.00
Retrieval Fee			20.00
Per Page Copy (Paper) 1	7	0.00	0.00
Per Page Copy (Paper) 2	40	0.25	1.75
Shipping/Handling		0.00	0.00
Subtotal			2.21
Sales Tax			23.96
Invoice Total			2.01
			25.97
			25.97

JOSEPH R. FORD
ATTORNEY AT LAW
P.O. BOX 905
LOUDON, TN 37774-0905
PH. 865-458-4301

3456

PAY
TO THE
ORDER OF

Smart Document Solutions
forty six + 59/100

DATE 10-21-03

87-818/642
46801

\$ 46.59

BB&T

BRANCH BANKING AND TRUST COMPANY
LOUDON, TENNESSEE

DOLLARS

ELITE BUSINESS

FOR 17435158

1754/704

003456 00642081650010068354

Return stub with payment.

Please include invoice number on check.

To pay by credit card, please call 770-754-6000.

0017435158

Check # 3456

P.O. Box 1812
Mareta, GA 30023-1812
Customer Service
Center:
(770) 754-6000

FED ID NO. 58-265994 1

DATE	CUSTOMER NO.
11/14/03	463843

PAGE 1

463843

CT: ATTY

00102882

ARNOLD HARRIS FORD
501 MULBERRY ST
PO BOX 905
LOUDON TN 37774-0905

**To ensure proper
credit to your
account, please:**

- Circle invoice numbers and amounts paid on Remittance Stub portion of this statement.
 - Write your Smart Customer No. on your check.
 - Deposit remittance stub and include with payment.
- Payments without specific invoice identification will be applied to unpaid invoices on your account.
- THANK YOU**

REMITTANCE SLIP

DATE	CUSTOMER NO.
11/14/03	463B43

PAGE 1

**Smart Document
Solutions, LLC**

Medical Records Copying

P.O. Box 1812
Alpharetta, GA 30023-1812

**Customer Service
Center:**

(770) 754-8000

INVOICE NUMBER	PATIENT NAME PATIENT I.D. INFORMATION FACILITY RECORDS WERE COPIED AT	DATE	TRANSACTIONS	AMOUNT	INVOICE NUMBER	BALANCE DUE
5462656	TENNESSEE ORTHOPAEDIC CLINIC IN TN SSN 021565433 DOB 100271 STUN ARNOLD HARRIS FORD ATTN NA	04/26/03	INVOICE	22.23	0015462656	10.00
		05/22/03	PAYMENT	-2.23		
		11/10/03	CREDIT MEMO	-10.00		
			AMOUNT DUE	10.00		
The invoices above have aged over 90 days.						
7435158	SPINE - KNOXVILLE IN TN SSN 411415772 DOB 040267 STUN JOSEPH FORD ATTN NA	09/18/03	INVOICE	25.97	0017435158	10.00
		10/23/03	PAYMENT	-15.97		
			AMOUNT DUE	10.00		
7572544	ROANE MEDICAL CENTER IN TN SSN 410195424 DOB 121959 STUN ARNOLD HARRIS FORD ATTN NA	09/29/03	INVOICE	128.67	0017572544	59.10
		11/10/03	CREDIT MEMO	-69.57		
			AMOUNT DUE	59.10		
The invoices above have aged over 30 days.						
Invoices are subject to a late charge of 1.5% per month (18% per annum) if not paid within 30 days.						
is extremely important you return remittance portion with your payment.						

is extremely important you return remittance portion with your payment.

JOSEPH R. FORD
ATTORNEY AT LAW

P.O. BOX 905
LOUON, TN 37774-0905
PH. 865-458-4301

3533

87-01476-02
ATTN:

PAY TO THE ORDER OF Smart Document Solutions

\$ 90.84

Ninety + 86/100

DOLLARS **BB&T**

ANCH BANKING AND TRUST COMPANY
LODON, TENNESSEE

ELITE BUSINESS

FOR 00 18795956, 15462456, 17435158, 17572544

003533 10642081650110068654

Aging: 0-30 Days=\$0.00

31-60 Days = \$69.10

61-90 Days=\$0.00

Over 90 Days = \$10.00

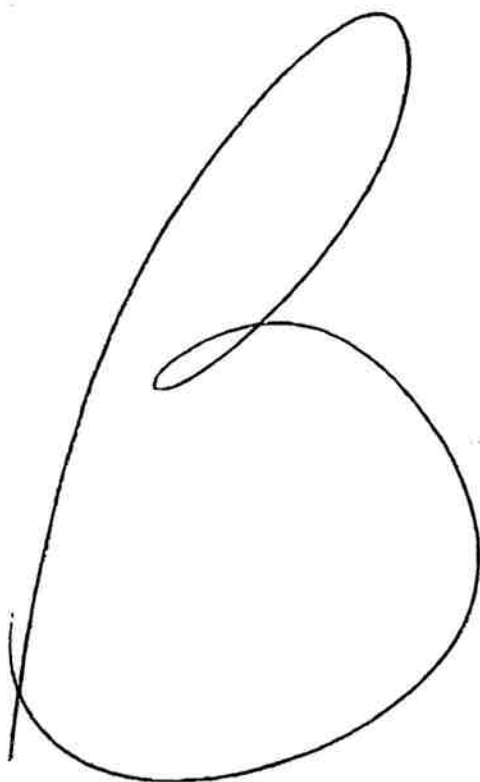
Case 3:08-cv-00208-TWP-CCS Document 1-1 Filed 05/21/08 Page 37 of 68 PageID #: 44

T-890 P.006/034 F-423

1881096077

FOR-SMART CORPORATION

WR01:11 0007.07 MB



Received file

Arnold, Harris & Ford

an association of attorneys
P.O. Box 905
501 Mulberry Street
Loudon, Tennessee 37774

8587

James H. Harris (Retired)

Edwin H. Arnold
Joseph R. Ford

(865) 458-4301
Fax: 458-4302

April 16, 2003

Dr. Elmer G. Pinzon
10321 Kingston Pike
Knoxville, Tennessee 37922
Attn: Medical Records

MAY 05 2003

RE: Patient: [REDACTED]
S. S. #: [REDACTED]
D. O. B.: [REDACTED]
Workers' Compensation

To Whom It May Concern:

Please forward to me a copy of any and all past and present, medical records that you have relative to this patient including insurance forms, radiology reports, x-ray reports, MRI reports, CT scan reports, myelogram reports, and any other diagnostic testing reports, and of course your clinical notes and records including any narrative reports.

Please be advised that T.C.A. §50-6-204(a)(1) provides you should furnish....
"complete medical reports at a charge not to exceed \$10.00 for reports twenty pages or less in length and twenty-five cents per page for each page copied after the first twenty pages...."

Should you have any questions or require further information, please do not hesitate to contact me.

Sincerely,

Joe Ford
Joseph R. Ford

Enclosure: Medical Release

INVOICE

**P.O. Box 1812
Alpharetta, GA 30023-1812
Fed Tax ID 58 - 2659941
770-754-6000**

Date	Invoice #
04/29/2003	0015514366

Bill to:

J FORD
ARNOLD HARRIS FORD
PO BOX 905
306 WHARF ST
LOUDON, TN 37774

Ship to:

J FORD
ARNOLD HARRIS FORD
PO BOX 905
306 WHARF ST
LOUDON, TN 37774

Records from:

SPINE - KNOXVILLE
10321 KINGSTON PIKE
KNOXVILLE, TN 37922

Requested By: J FORD

Patient Name:

SSN:

Description	Quantity	Price Per	Amount
Basic Fee			20.00
Retrieval Fee			0.00
Per Page Copy (Paper) 1	16	0.00	0.00
Shipping/Handling			0.83
Subtotal			20.83
Sales Tax			1.40
Invoice Total			22.23
Balance Due			22.23

JOSEPH R. FORD
ATTORNEY AT LAW

P.O. BOX 905
LOUDON, TN 37774-0905
PH. 865-458-4301

3223

PAY
TO THE
ORDER OF

Smart Document Solutions

DATE 5-20-02

67-816/H-43
4000

\$ 98.44

Ninety eight $44/100$

BB&T

BRANCH BANKING AND TRUST COMPANY
LOUISVILLE, KENTUCKY

ELITE BUSINESS

Case 3:08-cv-00208-JWP-BCS Document 1-1 Filed 05/21/08 Page 40 of 68 PageID #: 47

T-890 P.009/034 F-423

1681096022

FILED - 2007 07 20 11:08 AM

C

ARNOLD, FORD & NICHOLS

an association of attorneys

EDWIN H. ARNOLD
JOSEPH R. FORD
BRIAN E. NICHOLS

P.O. Box 905
501 Mulberry Street
Loudon, TN 37774

JAMES H. HARRIS
(RETIRED)

❖
Phone: (865) 458-4301
Fax: (865) 458-4302

Fort Sanders Loudon Medical Center
1125 Grove Street
Loudon, Tennessee 37774
Attn: Medical Records

RE: Patient: [REDACTED]
S.S.#: [REDACTED]
D. O. B.: [REDACTED]
Workers' Compensation


To Whom It May Concern:

Please forward to me a copy of any and all past and present, medical records that you have relative to this patient including the following:

- Insurance forms
- Radiology reports & x-ray reports
- MRI reports, CT scan reports (and any other diagnostic reports)
- Itemized Statements
- Correspondence
- Prescription Records
- Clinical notes and records (including any narrative reports)
- Hospital Records (including ER)

Please be advised that T.C.A. §50-6-204(a)(1) provides you should furnish.... "complete medical reports at a charge not to exceed \$10.00 for reports twenty pages or less in length and twenty-five cents per page for each page copied after the first twenty pages...."

Thank you for your time and attention to this matter. Should you have any questions or require further information, please do not hesitate to contact me.

Sincerely,

Deborah Baker,
Assistant to Joseph R. Ford

Enclosure: Medical Release

**MEDICAL AND OTHER PRIVILEGED
INFORMATION AUTHORIZATION**

TO: Fort Sanders Loudon Medical Center

I hereby authorize you to furnish to the law firm of Arnold, Ford & Nichols, P.O. Box 905, Loudon, Tennessee 37774, and Joseph R. Ford, any and all information which he/they may request, specifically including any information which may be otherwise privileged.

You are further authorized and directed to allow my attorneys, or someone designated by them, to obtain complete copies of my medical records, including information concerning my present medical difficulties, and any and all medical information, including x-ray films, x-ray reports, and any telemonitoring strips, radiology interpretations, electronic an/or graphic data, hospital records, doctors' records, laboratory records, statements of charges, and any other medical documentation, including my past medical history.

By reason of the fact that such information is confidential to me, you are also requested to treat such information as confidential, and I hereby request that you not furnish any such information to anyone, including insurance adjusters and attorneys, other than Arnold, Ford & Nichols, without my written authorization. I hereby revoke any previously dated medical authorization. I understand that the medical provider to whom this authorization is furnished may not condition its treatment of me on whether or not I sign.

I understand I have the right to revoke this authorization at any time. I also understand if I revoke this authorization I must do so in writing. I understand any disclosure of information may be re-disclosed and will not be protected by federal confidentiality rules.

Unless otherwise revoked, this authorization will expire in six months.

Your full cooperation with my attorney is requested.

ALL PRIOR AUTHORIZATIONS ARE HEREBY CANCELED.

Signed this the 10 day of June, 2006.


PATIENT

Date of Birth 

S.S.# 

ChartONE, Inc.
P.O. Box 1438, San Jose, CA 95109-1438 (800)299-8694

INVOICE

Invoice Number: 267731- -200920
Medical Record Number: PASE

Date: 06/22/2004

Dear Deborah Baker:

Per your request, enclosed are the medical records forwarded from Fort Sanders - Loudon, Loudon, TN.

PAYMENT IS DUE UPON RECEIPT OF THIS INVOICE. A service charge of 1.5% per month (annual rate 18%), except Michigan state, will be charged if not paid within 30 days from the date of this invoice.
Please detach the bottom portion of this invoice and return with your remittance to ChartONE, Inc. to ensure proper credit.

Comments:

POSTED
7.14.04

Requested by:

Deborah Baker:
ARNOLD HARRIS FORD

P O BOX 905
501 MULBERRY ST
LOUDON, TN 27774
(865)458-4301

Please make check payable to:

ChartONE, Inc.
P.O. Box 1438
San Jose, CA 95109-1438
(800)299-8694
Federal Tax ID# 94-3360691

Patient:

Category: Attorney

SSN:

Birth Date:

Admission Date: / /

Requester ID:

Other ID:

TDN/VPN:

Paper Pages:

Microfiche Pages:

Computer Pages:

37

0

0

17 pages x .25

Base Fee: 15.00

Page Fee: 24.00

Shipping: 1.75

Handling: 0.00

Itemized: 0.00

Tax: 3.12

Adjustment: 0.00

Pre-Payment: 0.00

Total Due: 43.87

10.00
4.25

WC

19.12
Total

Please return this portion with your payment payable to:

Sincerely,

Cindy Lefler
Cindy Lefler
Bookkeeper

CNT

1424 DATE 7/26 AMT

10.00

JOSEPH R. FORD ATTORNEY AT LAW (805) 458-4301 501 MULBERRY ST. P.O. BOX 905 LOUDON, TN 37774-0905		FIRST NATIONAL BANK LOUDON, TN 37774 ST. 12-2-12	1424
			7/15/2004
PAY TO THE ORDER OF		CharOne, Inc.	\$48.76
Forty Eight and 10/100ths			
CharOne, Inc. P.O. Box 1438 San Jose, CA 95109-1438		DOLLARS 48.76	
20040731-200405-289.67		20040731-200405-289.67	
MOD 11-24		MOD 11-24	

Ck#

1424 Date 7/26 Amt

48.76

ARNOLD, FORD & NICHOLS

an association of attorneys

**EDWIN H. ARNOLD
JOSEPH R. FORD
BRIAN E. NICHOLS**

P.O. Box 905
501 Mulberry Street
Loudon, TN 37774

**JAMES H. HARRIS
(RETIRED)**

❖
Phone: (865) 458-4301

Fax: (865) 458-4302

July 15, 2004

ChartOne, Inc.
P.O. Box 1438
San Jose, CA 95109-1438

Re: Invoice # 267731-1-200920

To Whom It May Concern:

Enclosed please find payment for your Invoice # 267731-1-200920. This was a bill for medical records for a Workers Comp case and the amount of our remittance for this Invoice was \$19.12. The breakdown is as follows:

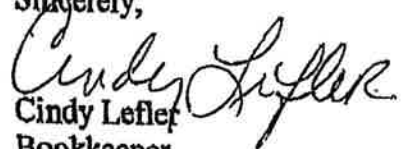
Base Fee:	10.00 (Workers Comp Base Fee)
Page Fee:	4.25 (17 pgs x .25)
Shipping:	1.75
Tax:	<u>3.12</u>
	\$19.12

Below is the statute as it reads:

Please be advised that T.C.A. §50-6-204(a)(1) provides you should furnish....
"complete medical reports at a charge not to exceed \$10.00 for reports twenty
pages or less in length and twenty-five cents per page for each page copied after
the first twenty pages...."

Thank you for your attention to this matter and if you have any questions please feel free to call me.

Sincerely,


Cindy Lefler
Bookkeeper

Arnold, Harris & Ford

an association of attorneys
P.O. Box 905
501 Mulberry Street
Loudon, Tennessee 37774

Edwin H. Arnold
Joseph R. Ford

James H. Harris (Retired)

(865) 458-4301
Fax: 458-4302

April 15, 2004

Park West Hospital
9352 Park West Blvd.
Knoxville, Tennessee 37933
ATTN: Medical Records

RE: Patient: [REDACTED]
S.S.#: [REDACTED]
D. O. B.: [REDACTED]
Workers' Compensation

To Whom It May Concern:

Please forward to me a copy of any and all past and present, medical records that you have relative to this patient including the following:

- Insurance forms
- Radiology reports & x-ray reports
- MRI reports, CT scan reports (and any other diagnostic reports)
- Itemized Statements
- Correspondence
- Prescription Records
- Clinical notes and records (including any narrative reports)
- Hospital Records (including ER)

Please be advised that T.C.A. §50-6-204(a)(1) provides you should furnish.... "complete medical reports at a charge not to exceed \$10.00 for reports twenty pages or less in length and twenty-five cents per page for each page copied after the first twenty pages...."

Thank you for your time and attention to this matter. Should you have any questions or require further information, please do not hesitate to contact me.

Sincerely,

Deborah Baker
Deborah Baker,
Assistant to Joseph R. Ford

Enclosure: Medical Release

CHARTONE

APR 16 2004

309100690

**MEDICAL AND OTHER PRIVILEGED
INFORMATION AUTHORIZATION**

TO: Park West Hospital

I hereby authorize you to furnish to the law firm of Arnold, Harris & Ford, P.O. Box 905, Loudon, Tennessee 37774, and Joseph R. Ford, any and all information which he/they may request, specifically including any information which may be otherwise privileged.

You are further authorized and directed to allow my attorneys, or someone designated by them, to obtain complete copies of my medical records, including information concerning my present medical difficulties, and any and all medical information, including x-ray films, x-ray reports, and any telemonitoring strips, radiology interpretations, electronic an/or graphic data, hospital records, doctors' records, laboratory records, statements of charges, and any other medical documentation, including my past medical history.

By reason of the fact that such information is confidential to me, you are also requested to treat such information as confidential, and I hereby request that you not furnish any such information to anyone, including insurance adjusters and attorneys, other than Arnold, Harris & Ford, without my written authorization. I hereby revoke any previously dated medical authorization.

I understand I have the right to revoke this authorization at any time. I also understand if I revoke this authorization I must do so in writing. I understand any disclosure of information may be re-disclosed and will not be protected by federal confidentiality rules.

Unless otherwise revoked, this authorization will expire in six months.

Your full cooperation with my attorney is requested.

ALL PRIOR AUTHORIZATIONS ARE HEREBY CANCELED.

Signed this the 15 day of April, 2004.

✓ [REDACTED]
PATIENT

Date of Birth: [REDACTED]

S.S.#: [REDACTED]

forms/release

ChartONE, Inc.
P.O. Box 1438, San Jose, CA 95109-1438 (800)299-8694

INVOICE

Invoice Number: 267708-127733
Medical Record Number: 471780

Date: 04/16/2004

Dear Deborah Baker:

Per your request, enclosed are the medical records forwarded from FORT SANDERS PARKWEST HOSPITAL, KNOXVILLE, TN.

PAYMENT IS DUE UPON RECEIPT OF THIS INVOICE. A service charge of 1.5% per month (annual rate 18%), except Michigan state, will be charged if not paid within 30 days from the date of this invoice. Please detach the bottom portion of this invoice and return with your remittance to ChartONE, Inc. to ensure proper credit.

Comments:

Requested by:

Deborah Baker:
ARNOLD, HARRIS & FORD

P.O. BOX 905

LOUDON, TN 37774
(865)458-4301-

Please make check payable to:

ChartONE, Inc.
P.O. Box 1438
San Jose, CA 95109-1438
(800)299-8694
Federal Tax ID# 94-3360691

Patient: [REDACTED]

Category: Attorney

SSN: [REDACTED]

Birth Date: [REDACTED]

Admission Date: 11

Requester ID:

Other ID:

TDN/VPN:

Paper Pages: 25

Microfiche Pages: 0

Computer Pages: 0

Base Fee: 15.00
Page Fee: 15.00
Shipping: 1.29
Handling: 0.00
Itemized: 0.00
Tax: 2.70
Adjustment: 0.00
Pre-Payment: 0.00
Total Due: 33.99

Please return this portion with your payment payable to:

TOTAL DUE

23.99

Please detach here and return your payment for proper credit

ACCOUNT ID#

ARNO2759437

267708127733

Payment Cut Off: 05/24/2004
Statement No.: ARNO275943705242004

ARNOLD, HARRIS & FORD ATTORNEY
P.O. BOX 905
LOUDON TN 37774-0905

Charge RI if paying by Credit Card, please complete the following:

Check One: ☐ VISA ☐ MASTERCARD

Credit Card #: Exp. Date:

Name/Signature of Cardholder:

Please make checks payable to:
ChartONE, Inc.
P.O. Box 1438
San Jose, CA 95109

TOTAL DUE

23.99



P.O. Box 1438
San Jose, CA 95109

Payment Cut Off: 05/24/2004
Statement No.: ARNO275943705242004

ACCOUNT ID#

ARNO2759437

Invoice Aging Summary

UNDER 30 DAYS	31 - 60 DAYS	61 - 90 DAYS	91 - 120 DAYS	OVER 120 DAYS
0.00	23.99	0.00	0.00	0.00

14.1.2731 1 AT 0.282 34014511.OCE



ARNOLD, HARRIS & FORD ATTORNEY
P.O. BOX 905
LOUDON TN 37774-0905

TAX ID NO. 94-3380691

Dear Customer:

This statement is a summary of outstanding invoices on your account for copies of medical records provided to you by ChartOne. These invoices are DUE AND PAYABLE UPON RECEIPT. Please detach the remittance below to mail with your payment (or reference the invoice numbers on your payment). Payments made within 2 weeks prior to the above payment cutoff date may not be reflected on this statement. Please note our statements NOW INCLUDE PAYMENT BALANCES ON YOUR ACCOUNT (OA/AO #s) for which we need your assistance in identifying the invoice to which the payment should be applied. These may include payments that need to be applied to open fee approvals which are included on a separate statement. Your check # is referenced to assist in this process and we appreciate you calling us to resolve these or by emailing us at "payments@chartone.com". Please include your account ID, check # and invoice #(s) in your email in order for us to apply the payment balance appropriately. If you have any further questions regarding your account, please call JESSICA LOPEZ at (408) 453-1600 X4408.

INVOICE NUMBER	PATIENT NAME	SSN, CLAIM, POLICY, TDN OR PAYMENT ID #	BIRTH DATE	REQUESTED BY	LOCATION OF RECORD	INVOICE AMOUNT	PAYMENT & CREDIT	OA/AO PYMT	BALANCE
4/16/04 267708127733				BAKER, DEBORAH	Fort Sanders Parwest Ho	33.99	10.00	0.00	23.99

CK # 1252
4/20/04

w/c
Should be only 10.
per Susan

called
6/2/04
11

TOTAL DUE

23.99

ACCOUNT ID#

267708127733

ARNO2759437

ARNOLD, HARRIS & FORD ATTORNEY
P.O. BOX 905
LOUDON TN 37774-0905

Charge it! If paying by Credit Card, please complete the following:

Check One: ☐ VISA ☐ MASTERCARD

Credit Card #: _____ Exp. Date: _____

Name/Signature of Cardholder: _____

Contact Phone #: _____

Payment Cut Off: 05/24/2004
Statement No.: ARNO275943705242004

TOTAL DUE

23.99

Please make checks payable to:
ChartOne, Inc.
P.O. Box 1438
San Jose, CA 95109

Past Due Notice



P.O. Box 1438
San Jose, CA 95109

Payment Cut Off: 06/19/2004
Statement No.: ARNO275943706192004

ACCOUNT ID#
ARNO2759437

Invoice Aging Summary

UNDER 30 DAYS	31 - 60 DAYS	61 - 90 DAYS	91 - 120 DAYS	OVER 120 DAYS
0.00	0.00	23.99	0.00	0.00

12.1.2317 1 AT 0.282 38311511.OCE



ARNOLD, HARRIS & FORD ATTORNEY
P.O. BOX 905
LOUDON TN 37774-0905

JUN 28 2004

TAX ID NO. 94-3360691

Dear Customer:

ChartOne thanks you for being a valued customer of our release of information services. However, your account now contains unpaid invoices that are more than 60 days past due. **PLEASE HELP US KEEP YOUR ACCOUNT CURRENT AND SEND PAYMENT TODAY.** Please reference the invoice numbers on your payment. Payments made within 2 weeks prior to the above payment cutoff date may not be reflected on this statement. Please note our statements NOW INCLUDE PAYMENT BALANCES ON YOUR ACCOUNT (OA/AO#s) for which we need your assistance in identifying the invoice to which the payment should be applied. These may include payments that need to be applied to open fee approvals which are included on a separate statement. Your check # is referenced to assist in this process and we appreciate you contacting us to resolve these via telephone or by emailing us at "payments@chartone.com." Please include your account ID, check #, and invoice #(s) in your email in order for us to apply the payment balance. If you have any further questions regarding your account, please call TAMISHA JOSEPH at (408)453-1800 X5204.

INVOICE/ PAYMENT DATE	INVOICE NUMBER	PATIENT NAME	SSN, CLAIM, POLICY, TON OR PAYMENT ID #	BIRTH DATE	REQUESTED BY	LOCATION OF RECORD	INVOICE AMOUNT	PAYMENT & CREDIT	OA/AO PYMT	BALANCE
04/16/04	267708127733	[REDACTED]	[REDACTED]	[REDACTED]	EBORAH	Fort Sanders Parwest Ho	33.99	10.00	0.00	23.99

TOTAL DUE 23.99

Please detach here and return your payment for proper credit

ACCOUNT ID#
ARNO2759437

267708127733

Payment Cut Off: 06/19/2004
Statement No.: ARNO275943706192004

ARNOLD, HARRIS & FORD ATTORNEY
P.O. BOX 905
LOUDON TN 37774-0905

Charge it! If paying by Credit Card, please complete the following:

Check One: ☐ VISA ☐ MASTERCARD

Credit Card #: _____ Exp. Date: _____

Name/Signature of Cardholder: _____

TOTAL DUE
23.99

Please make checks payable to:
ChartOne, Inc.
P.O. Box 1438
San Jose, CA 95109

CHART ONE
chart management solutions

Payment Cut Off: 07/17/2004
Statement No.: ARNO275943707172004

ARNO2759437

10.1.1973 1 AT 0.292 37626511 J07X

SECRET

ARNOLD, HARRIS & FORD ATTORNEY
P.O. BOX 905
LOUON TN 37774-0905

Invoice Aging Summary

UNDER 30 DAYS	31 - 60 DAYS	61 - 90 DAYS	91 - 120 DAYS	OVER 120 DAYS
0.00	0.00	0.00	23.99	0.00

TAX ID NO. 94-3360691

Dear Customer

YOUR ACCOUNT IS NOW SERIOUSLY PAST DUE. We have attempted to contact you with either prior notices or phone calls. However, your account still contains past due invoices. If we do not receive payment within 7 days, we will be forced to turn over your account to an outside collection agency, and to require prepayment (except TX) for all future requests prior to processing. You can avoid this action by **SENDING PAYMENT TODAY**, or by calling us to arrange payment. Payments within 2 weeks prior to the above payment cutoff date may not be reflected on this statement.

Please note our statements NOW INCLUDE PAYMENT BALANCES ON YOUR ACCOUNT (OA/AO#s) for which we need your assistance in identifying the invoice to which the payment should be applied. These may include payments that need to be applied to fee approvals which are included on a separate statement. Your check# is referenced to assist in this process; we appreciate you calling us to resolve these or emailing us at payments@chartone.com". If you have any further questions regarding your account, please call TAMISHA JOSEPH at (408)453-1600 X5204.

INVOICE/ PAYMENT DATE	INVOICE NUMBER	PATIENT NAME	POLICY ID OR PAYMENT ID #	BIRTH DATE	REQUESTED BY	LOCATION OF RECORD	INVOICE AMOUNT	PAYMENT CREDIT	OA/AD BYMT	BALANCE
04/18/04	26770812773	[REDACTED]	[REDACTED]	[REDACTED]	BAKER, DEBORAH	Fort Sanders Parwest Ho	33.99	10.00	0.00	23.99
							TOTAL DUE		23.99	

Please detach here and return your payment for proper credit.

ACCOUNT ID#

267708127733

ARNO2759437

Payment Cut Off: 07/17/2008
Statement No.: ARNOZ7594370717200

TOTAL DUE

23.99

ARNOLD, HARRIS & FORD ATTORNEY
P.O. BOX 905
LOUDBON TN 37774-0905

Charge It! If paying by Credit Card, please complete the following:

Check One: ☐ VISA ☐ MASTERCARD

Credit Card #: _____ Exp. Date: _____

Name/Signature of Cardholder: _____

Please make checks payable to:
ChartOne, Inc.
P.O. Box 1438
San Jose, CA 95109

LN# 1230 DATE 3/11/11 120.41

JOSEPH R. FORD
ATTORNEY AT LAW
(650) 458-4301
501 ALIBERRY ST., P.O. BOX 906
LOUISON, TN 37744-9205

FIRST NATIONAL BANK OF LOUISON COUNTY
LOUISON, TN 37774
65-124812

1252

430/2104

PAY TO THE
ORDER OF CharOne, Inc.

\$ 10.00

Ten and 00/100ths of a dollar

DOLLARS

CharOne, Inc.
P.O. Box 1438
San Jose, CA 95109-1438

MEMO 10.00 per Susan W/C TN

⑆001252⑆ ⑆0542012438⑆ 2 57343 ⑆

⑆0000001000⑆



ALIBERRY STREET

12

Excluded from automatic clearing

Do Not Write Back

CK# 1252 Date 5/14 Amt 10.00

Delinquent Notice

CHARTONE
chart management solutions

P.O. Box 1438
San Jose, CA 95109-1438

Payment Cut Off: 08/14/2004
Statement No.: ARNO275943708142004

ACCOUNT ID#

ARNO2759437

Invoice Aging Summary

UNDER 30 DAYS	31 - 60 DAYS	61 - 90 DAYS	91 - 120 DAYS	OVER 120 DAYS
40.17	0.00	0.00	23.99	0.00

10.1.1875 1 AT 0.28% 83202S11.00x

|||||

ARNOLD, HARRIS & FORD ATTORNEY
P.O. BOX 905
LOUDON TN 37774-0905

TAX ID NO. 94-3360691

CHARTONE MESSAGE CENTER

Dear Customer:

YOUR ACCOUNT IS NOW SERIOUSLY PAST DUE. We have attempted to contact you with either prior notices or phone calls. However, your account still contains past due invoices. If we do not receive payment within 7 days, we will be forced to turn over your account to an outside collection agency, and to require prepayment (except TX) for all future requests prior to processing. You can avoid this action by SENDING PAYMENT TODAY, or by calling us to arrange payment. Payments within 2 weeks prior to the above payment cutoff date may not be reflected on this statement.

Please note our statements NOW INCLUDE PAYMENT BALANCES ON YOUR ACCOUNT (OA/O#s) for which we need your assistance in identifying the invoice to which the payment should be applied. These may include payments that need to be applied to fee approvals which are included on a separate statement. Your check# is referenced to assist in this process; we appreciate you calling us to resolve these or emailing us at "payments@chartone.com". If you have any further questions regarding your account, please call TAMISHA JOSEPH at (408)453-1600 X5204.

INVOICE PAYMENT DATE	INVOICE NUMBER	PATIENT NAME	SSN, CLAIM, POLICY, TDR OR PAYMENT ID #	BIRTH DATE	REQUESTED BY	LOCATION OF RECORD	INVOICE AMOUNT	PAYMENT AND CREDIT	OA/O PAYMENT	BALANCE
04/16/04	267708127733				AKER, DEBORAH	Fort Sanders Parwest Ho	33.99	10.00	0.00	23.99
08/02/04	267708129917				AKER, DEBORAH	Fort Sanders Parwest Ho	40.17	0.00	0.00	40.17
TOTAL DUE										64.16

Please detach here and return your payment for proper credit

ACCOUNT ID#

ARNO2759437

267708127733 267708129917

Payment Cut Off: 08/14/2004
Statement No.: ARNO275943708142004

TOTAL DUE

64.16

ARNOLD, HARRIS & FORD ATTORNEY
P.O. BOX 905
LOUDON TN 37774-0905

Charge it! If paying by Credit Card, please complete the following:

Check One: ☐ VISA ☐ MASTERCARD

Credit Card #: _____ Exp. Date: _____

Name/Signature of Cardholder: _____

Please make checks payable to:
ChartOne, Inc.
P.O. Box 1438
San Jose, CA 95109-1438

JOSEPH R. FORD
ATTORNEY AT LAW
(865) 458-4301
501 MULBERRY ST. P.O. BOX 905
LOUDON, TN 37774-0905

FIRST NATIONAL BANK
LOUDON, TN 37774
87-124/642

1500

8/26/2004

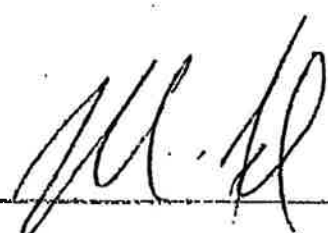
PAY TO THE ORDER OF ChartOne, Inc.

\$ **23.99

Twenty-Three and 99/100*****

DOLLARS

ChartOne, Inc.
P.O. Box 1438
San Jose, CA 95109-1438



MEMO Invoice No.: 267708-127732

⑈001500⑈ ⑈064201243⑈ 2 57343 4⑈

E

Received

Arnold, Harris & Ford

an association of attorneys

P.O. Box 905

501 Mulberry Street

Loudon, Tennessee 37774

(865) 458-4301

Fax: 458-4302

Edwin H. Arnold
Joseph R. Ford

James H. Harris (Retired)

January 20, 2003

Fort Sanders Loudon Medical Center
1125 Grove Street
Loudon, Tennessee 37774
Attn: Medical Records

RE: Patient: [REDACTED]
S. S. #: [REDACTED]
D. O. B.: [REDACTED]
Workers' Compensation

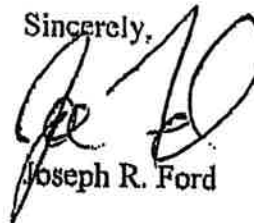
To Whom It May Concern:

Please forward to me a copy of any and all past and present, medical records that you have relative to this patient including insurance forms, radiology reports, x-ray reports, MRI reports, CT scan reports, myelogram reports, and any other diagnostic testing reports, and of course your clinical notes and records including any narrative reports.

Please be advised that T.C.A. §50-6-204(a)(1) provides you should furnish...
"complete medical reports at a charge not to exceed \$10.00 for reports twenty pages or less in length and twenty-five cents per page for each page copied after the first twenty pages...."

Should you have any questions or require further information, please do not hesitate to contact me.

Sincerely,


Joseph R. Ford

Enclosure: Medical Release

ChartONE, Inc.
P.O. Box 1438, San Jose, CA 95109-1438 (800)299-8694

INVOICE

Invoice Number: 267731- -101426

Date: 01/31/2003

Medical Record Number: 1

Dear Valued Requester:

Per your request, enclosed are the medical records forwarded from CHARTONE HOSPITAL, Loudon, TN.

PAYMENT IS DUE UPON RECEIPT OF THIS INVOICE. A service charge of 1.5% per month (annual rate 18%), except Michigan state, will be charged if not paid within 30 days from the date of this invoice. Please detach the bottom portion of this invoice and return with your remittance to ChartONE, Inc. to ensure proper credit.

Comments:

Requested by:

ARNOLD, HARRIS & FORD

Please make check payable to:

P O BOX 905
501 MULBERRY ST
LOUDON, TN 37774
(423)458-4301-

ChartONE, Inc.
P.O. Box 1438
San Jose, CA 95109-1438
(800)299-8694
Federal Tax ID# 94-3360691

Patient: [REDACTED]
Category: Accident
SSN: [REDACTED]
Birth Date: [REDACTED]
Admission Date: 7/7
Requester ID: 1
Other ID: 1
TDN/VPN: 1
Paper Pages: 23
Microfiche Pages: 0
Computer Pages: 0

Clerical Fee:	15.00
Basic Fee:	0.00
Page Fee:	13.50
Shipping:	1.29
Handling:	0.00
Itemized:	0.00
Tax:	2.28
Adjustment:	0.00
Pre-Payment:	0.00
Total Due:	32.07

JOSEPH R. FORD
ATTORNEY AT LAW

P.O. BOX 805
LOUDON, TN 37774-0805
PH. 865-458-4301

3091

DATE 2/28/03

87-816/842
40801

PAY
TO THE
ORDER OF

Chart One

\$ 204.14

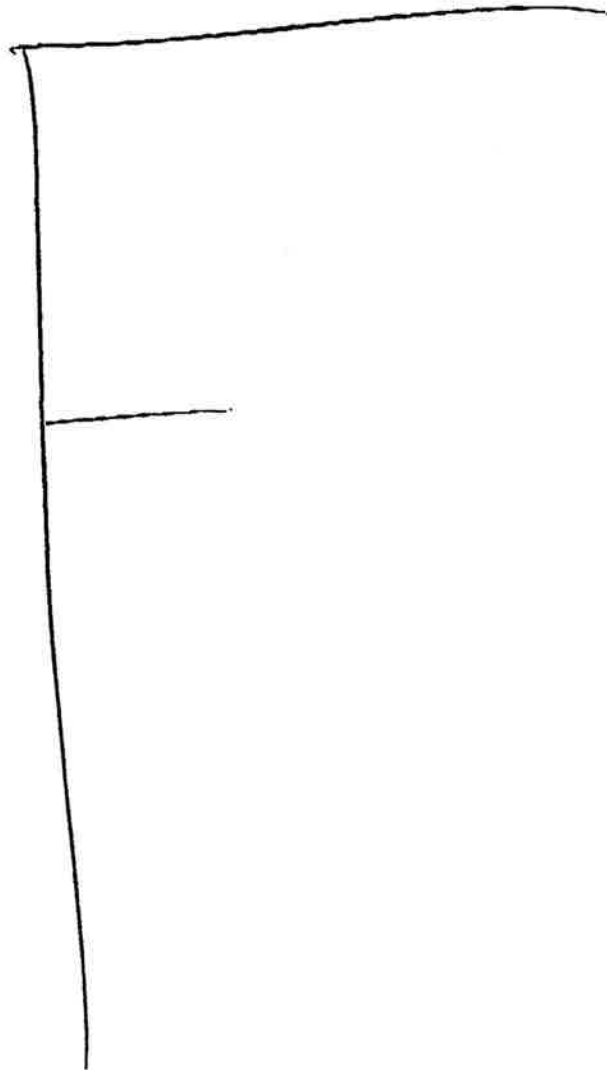
DOLLARS

BB&T
BRANCH BANKING AND TRUST COMPANY
LOUDON, TENNESSEE

ELITE BUSINESS

FOR

11003091110642081851011006865411



בן שבע ימים

✓

P.O. Box 905

JAMES H. HARRIS
(RETIRED)

RECEIVED AUG 26 2004

[REDACTED]

✱

11/11 10:11



- Statement of charges & payments
- Copies of physicians' records & billing
- X-ray & test reports
- Hospital records, including ER reports
- Prescription

Thank you for your time and attention to this matter. Please be advised that T.C.A. §50-6-204(a)(1) provides you should furnish.... "complete medical reports at a charge not to exceed \$10.00 for reports twenty pages or less in length and twenty-five cents per page for each page copied after the first twenty pages...." Should there be any charges for your assistance in compiling and transmitting these records, please enclose a statement for same and we will promptly remit.

Sincerely,
Deborah Baker

Chart one
received
9-8-64

12-30-03 PT
11-29-03 PT
10-29-03 PT

**MEDICAL AND OTHER PRIVILEGED
INFORMATION AUTHORIZATION**

TO: H. Sanders Breiden

I hereby authorize you to furnish to the law firm of Arnold, Harris & Ford, P.O. Box 905, Loudon, Tennessee 37774, and Joseph R. Ford, any and all information which he/they may request, specifically including any information which may be otherwise privileged.

You are further authorized and directed to allow my attorneys, or someone designated by them, to obtain complete copies of my medical records, including information concerning my present medical difficulties, and any and all medical information, including x-ray films, x-ray reports, and any telemonitoring strips, radiology interpretations, electronic an/or graphic data, hospital records, doctors' records, laboratory records, statements of charges, and any other medical documentation, including my past medical history.

By reason of the fact that such information is confidential to me, you are also requested to treat such information as confidential, and I hereby request that you not furnish any such information to anyone, including insurance adjusters and attorneys, other than Arnold, Harris & Ford, without my written authorization. I hereby revoke any previously dated medical authorization.

I understand I have the right to revoke this authorization at any time. I also understand if I revoke this authorization I must do so in writing. I understand any disclosure of information may be re-disclosed and will not be protected by federal confidentiality rules.

Unless otherwise revoked, this authorization will expire in six months.

Your full cooperation with my attorney is requested.

ALL PRIOR AUTHORIZATIONS ARE HEREBY CANCELED.

Signed this the 12th day of August, 2004

[REDACTED]
PATIENT

Date of Birth: [REDACTED]

S.S.#: [REDACTED]

*mk/bo
9-8-04*

Forma/release

ChartONE, Inc.
P.O. Box 1438, San Jose, CA 95109-1438 (800)299-8694

INVOICE

Invoice Number: 267731-201105
Medical Record Number: M93875

Date: 09/08/2004

Dear Deborah Baker:

Per your request, enclosed are the medical records forwarded from Fort Sanders - Loudon, Loudon, TN.

PAYMENT IS DUE UPON RECEIPT OF THIS INVOICE. A service charge of 1.5% per month (annual rate 18%), except Michigan state, will be charged if not paid within 30 days from the date of this invoice. Please detach the bottom portion of this invoice and return with your remittance to ChartONE, Inc. to ensure proper credit.

Comments:

Requested by:

Deborah Baker:
ARNOLD HARRIS FORD

P O BOX 905
501 MULBERRY ST
LOUDON, TN 27774
(865)458-4301.

Please make check payable to:

ChartONE, Inc.
P.O. Box 1438
San Jose, CA 95109-1438
(800)299-8694
Federal Tax ID# 94-3360691

Patient: [REDACTED]

Category: Attorney

SSN: [REDACTED]

Birth Date: [REDACTED]

Admission Date: 11

Requester ID:

Other ID:

TDN/VPN:

Paper Pages:

Microfiche Pages:

Computer Pages:

16

0

0

Basic Fee:	15.00
Page Fee:	8.25
Shipping:	1.06
Handling:	0.00
Itemized:	0.00
Tax:	1.86
Adjustment:	0.00
Pre-Payment:	0.00
Total Due:	26.17

#155.3
\$53.15
This bill - 26.17

Please return this portion with your payment payable to:

ChartONE, Inc.
P.O. Box 1438
San Jose, CA 95109-1438

Date: 09/08/2004

Invoice: 267731-201105

Patient: [REDACTED]

Hospital: Fort Sanders - Loudon, Loudon TN

Please check box ☐ if cardholder's billing address is different than requester's address and note on the reverse side of this remittance slip.

ARNOLD HARRIS FORD

P O BOX 905
501 MULBERRY ST
LOUDON, TN 27774

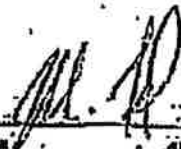
Mastercard ☐ Visa ☐

Card #

Exp. Date

Name/Signature (Cardholder):

Contact Phone:

JOSEPH H. FORD ATTORNEY AT LAW (RES) 458-4301 1001 LAKEMERRY ST. P.O. BOX 905 LOUDON, TN 37774-0905		FIRST NATIONAL BANK LOUDON, TN 37774 67-124242	1553 9/15/2001
PAY TO THE ORDER OF <u>CharOne, Inc.</u>		\$ 53.15	
Fifty Three and 15/100		DOLLARS	
CharOne, Inc. P.O. Box 1438 San Jose, CA 95109-1438			
MEMO		0001553 0064201243 2.57313 4 0000005315	

Ck# 1553 Date 10/01 Amt 53.15

FILED

State of Tennessee
Chancery Court for Knox County, Tennessee

JOSEPH R. FORD, on behalf of himself and all other
individuals and entities similarly situated in the State
of Tennessee,
Plaintiff,

FEB 17 AM 9:07

CIVIL SUMMONS

HOWARD G. HOGAN

vs.

No. 1123457-1

SMART DOCUMENT SOLUTIONS, LLC and
CHART ONE, INC.
Defendants.

To: SMART DOCUMENT SOLUTIONS, LLC, 120 Bluegrass Pkwy, Alpharetta, Georgia 30005,
c/o Registered Agent Corporation Service Company, 2908 Poston Avenue, Nashville, TN 37203.

You are hereby summoned and required to serve upon Gordon Ball, plaintiff's attorney, whose address is
Bank of America Center, 550 W. Main Avenue, Suite 750, Knoxville, TN 37902, an answer to the complaint which
is herewith served upon you within thirty (30) days after service of this summons upon you, exclusive of the day of
service, and file a copy of the answer with this Court within 30 days after answer is made. If you fail to do so,
judgment by default will be taken against you for the relief demanded in the complaint.

Witness, Howard G. Hogan of said Court, at office the

17th in February, A.D., 2004.

Issued this 16th day of February 2005, at _____ P.M.

Howard G. Hogan, Clerk & Master

Received this _____ day of _____, 20____.

By: [Signature]

Sheriff—Deputy Sheriff

NOTICE

Tennessee law provides a four thousand dollar (\$4000.00) personal property exemption from execution or seizure to satisfy a judgment. If a judgment should be entered against you in this action and you wish to claim property as exempt, you must file a written list, under oath, of the items you wish to claim as exempt with the clerk of the court. The list may be filed at any time and may be changed by you thereafter as necessary, however, unless it is filed before the judgment becomes final, it will not be effective as to any execution or garnishment issued prior to the filing of the list. Certain items are automatically exempt by law and do not need to be listed; these include items of necessary wearing apparel (clothing) for yourself and your family and trunks or other receptacles necessary to contain such apparel, family portraits, the family Bible and school books. Should any of these items be seized you would have the right to recover them. If you do not understand your exemption right or how to exercise it, you may wish to seek the counsel of a lawyer.

RETURN ON SERVICE OF SUMMONS

I hereby certify and return, that on the _____ day of _____, 20____, I served this summons
together with a copy of the complaint herein as follows: _____

Sheriff—Deputy Sheriff

THIS SUMMONS IS ISSUED PURSUANT TO RULE 4 OF THE TENNESSEE RULES OF CIVIL PROCEDURE

CHANCERY COURT FOR THE STATE OF TENNESSEE
SIXTH JUDICIAL DISTRICT
AT KNOXVILLE

JOSEPH R. FORD, ETC.

Plaintiff,

v.

SMART DOCUMENT SOLUTIONS, L.L.C.,
and CHART ONE, INC.,

Defendants.

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Case No. 163457-1

CLASS ACTION

AGREED ORDER

Having been advised, as evidenced by the respective signatures of counsel below, that Plaintiff has agreed to extend the time for Defendant Chart One, Inc. ("Chart One"), to file its answer or otherwise responsive pleading in this matter, it is hereby **ORDERED** that Chart One shall have until and including **April 21, 2005**, to file its answer or otherwise responsive pleading in this matter.

IT IS SO ORDERED this _____ day of March, 2005.

CHANCELLOR

Submitted for Entry:



Gordon Ball
BALL & SCOTT
550 West Main Street, Suite 750
Knoxville, TN 37902
(865) 525-7028

Attorneys for Plaintiff



W. Brantley Phillips, Jr.
BASS BERRY & SIMS PLC
315 Deaderick Street, Suite 2700
Nashville, TN 37238
(615) 742-6200

Attorneys for Defendant Chart One, Inc.

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing was served via first-class U.S. Mail, postage prepaid, on the 17th day of March, 2005, upon the following:

Gordon Ball
BALL & SCOTT
550 West Main Street, Suite 750
Knoxville, TN 37902

Kenneth M. Bryant
MILLER & MARTIN PLLC
150 Fourth Avenue North
Suite 1200
Nashville, TN 37219



W. Brantley Phillips, Jr.